

5 Dec 56

MUTUAL RELEASE AGREEMENT

1. This MUTUAL RELEASE AGREEMENT is made and entered into this 5 day of December, 1986 by and between [REDACTED] and the Church of Scientology of California.

2. This is a release of the Church of Scientology of California, the Church of Scientology International, The Religious Technology Center, Author Services, Inc., and their officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel, L. Ron Hubbard, his heirs, estate, and his executor, Author's Family Trust, Mary Sue Hubbard, all Scientology organizations and entities and their officers, agents, employees, servants, directors, successors, assigns and legal counsel (all hereinafter collectively referred to as the "releasees").

3. It is understood that this settlement is a compromise of doubtful and disputed claims, and is not an admission of liability on the part of any party to this Agreement, specifically, the Church of Scientology of California, any other Scientology organization or society, or any of their officers, agents, employees, servants, directors, successors, members, assigns, or legal counsel, by whom liability has been and continues to be expressly denied. In executing this settlement Agreement [REDACTED] acknowledges that he has released the organizations, individuals and entities listed in Paragraph 2 because, among other reasons, they are third party beneficiaries of this Agreement.

4. For and in consideration of the above described consideration, the mutual covenants, conditions and release contained herein [REDACTED] does hereby release, acquit and . . . forever discharge, for himself, his heirs, successors, executors, administrators and assigns, the Church of Scientology of California, Church of Scientology International, Religious Technology Center, all Scientology and Scientology affiliated organizations and entities, Author Services, Inc. (and for each organization or entity, its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel), L. Ron Hubbard, his heirs, beneficiaries, Estate and its executor, Author's Family Trust, its beneficiaries and trustee, and Mary Sue Hubbard, and each of them, of and from any and all claims, demands, damages, actions and causes of action of every kind and nature, known or unknown, from the beginning of time to and including the date hereof.

5. For and in consideration of the mutual covenants, conditions and release contained herein, the Church of Scientology of California does hereby release, acquit and forever discharge for itself, successors and assigns [REDACTED] [REDACTED] his agents, representatives, heirs, successors, assigns, legal counsel and estate and each of them, of and from any and all claims, causes of action, demands, damages and actions of every kind and nature, known or unknown, for or because of any act or omission allegedly done by [REDACTED] from the beginning of time to and including the date hereof.

6. Further, the undersigned hereby agrees to the following:

A. That liability for any claims is expressly denied by each party herein released, and this Agreement shall never be treated as an admission of liability or responsibility at any time for any purpose.

B. Each party agrees to assume responsibility for the payment of any attorneys' fees, lien or liens, imposed against him in the past, present, or future, known or unknown, by any person, firm, corporation or governmental entity or agency as a result of, or growing out of any of the matters referred to in this release. Each party further agrees to hold harmless the parties herein released, and each of them, of and from any liability arising therefrom.

C. [REDACTED] has been fully advised and understands that any alleged injuries sustained by him are of such character that the full extent and type of injuries may not be known at the date hereof, and it is further understood that said alleged injuries, whether known or unknown at the date hereof, might possibly become progressively worse and that as a result, damages may be sustained by [REDACTED] nevertheless, [REDACTED] desires by this document to forever and fully release the releasees. [REDACTED] understands that by the execution of this release no claims arising out of his experience with, or actions by, the releasees, from the beginning of time to and including the date hereof, which may now exist or which may exist in the future may ever be asserted by him or on his behalf, against the releasees.

D. [REDACTED] agrees never to create or publish or attempt to publish, and/or assist another to create for publication by means of magazine, article, book or other similar form, any

writing, or to broadcast, or to assist another to create, write, film or video tape or audio tape, any show, program or movie, concerning his experiences with the Church of Scientology, or personal or indirectly acquired knowledge or information concerning the Church of Scientology, L. Ron Hubbard, or any entities and individuals listed in Paragraph 2 above. [REDACTED]
further agrees that he will maintain strict confidentiality and silence with respect to his experiences with the Church of Scientology and any knowledge or information he may have concerning the Church of Scientology, L. Ron Hubbard, or any of the organizations, individuals and entities listed in Paragraph 2 above. [REDACTED] expressly understands that the non-disclosure provisions of this subparagraph shall apply, inter alia, but not be limited to, the contents or substance of any documents as defined in Appendix "A" to this Agreement, including but not limited to any tapes, films, photographs, recastings, variations or copies of any such materials which concern or relate to the religion of Scientology, L. Ron Hubbard, or any of the organizations, individuals, or entities listed in Paragraph 2 above. [REDACTED] agrees that if the terms of this paragraph are breached by him, that the aggrieved party listed herein above would be entitled to liquidated damages in the amount of \$50,000 for each such breach. The reasonableness of the amount of such damages are hereto acknowledged by [REDACTED]

E. [REDACTED] agrees to return to the Church of Scientology of California at the time of the consummation of this Agreement,

all materials in his possession, custody or control of any nature, including documents as defined in Appendix "A" to this Agreement, including but not limited to any tapes, films, photographs, recastings, variations or copies of any such materials which concern or relate to the religion of Scientology or any of the persons or entities listed in Paragraph 2 above, all evidence of any nature acquired for the purposes of any lawsuit or acquired for any other purpose concerning any Church of Scientology, any financial or administrative materials relating personally to L. Ron Hubbard, his family, or his estate.

F. [REDACTED] agrees that he will never again seek or obtain spiritual counseling or training or any other service from any Church of Scientology, Scientologist, Dianetics or Scientology auditor, Scientology minister, Mission of Scientology, Scientology organization or affiliated organization.

G. [REDACTED] agrees that he will not voluntarily assist or cooperate with any person adverse to Scientology in any proceeding against any of the Scientology organizations, individuals; or entities listed in Paragraph 2 above. [REDACTED] also agrees that he will not cooperate in any manner with any organizations aligned against Scientology.

H. [REDACTED] agrees not to testify or otherwise participate in any other judicial, administrative or legislative proceeding adverse to Scientology or any of the Scientology Churches, individuals or entities listed in Paragraph 2 above unless compelled to do so by lawful subpoena or other lawful process. Unless required to do so by such subpoena, [REDACTED]

agrees not to discuss this litigation with anyone other than members of his immediate family. [REDACTED] shall not make himself amenable to service of any such subpoena in a manner which invalidates the intent of this provision. As provided hereinafter in Paragraph 21, the contents of this Agreement may not be disclosed.

I [REDACTED] hereby acknowledges and affirms that he is not under the influence of any drug, narcotic, alcohol or other mind-influencing substance, condition or ailment such that his ability to fully understand the meaning of this Agreement and the significance thereof is adversely affected.

7. This Release Agreement contains the entire Agreement between the parties hereto, and the terms of this Release are contractual and not a mere recital. This Release may be amended only by a written instrument executed by the undersigned. The parties hereto have carefully read and understand the contents of this Release Agreement and sign the same of their own free will, and it is the intention of the parties to be legally bound hereby. No other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically incorporated herein shall be deemed to in any way exist or bind any of the parties hereto.

8. [REDACTED] agrees that he will not assist or advise anyone, including partnerships, associations or corporations, contemplating any claim or engaged in litigation or involved in or contemplating any activity adverse to the interests of any entity or class of persons listed above in Paragraph 2 of this Agreement.

9. Each party shall bear its respective costs with respect to the negotiation and drafting of this Agreement and all acts required by the terms hereof to be undertaken and performed by any party.

10. The parties to this Agreement acknowledge that all parties enter into this Agreement freely, voluntarily, knowingly and willingly, without any threats, intimidation or pressure of any kind whatsoever and voluntarily execute this Agreement of their own free will.

11. To the extent that this Agreement inures to the benefit of persons or entities not signatories hereto, this Agreement is hereby declared to be made for their respective benefits and uses.

12. The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

13. This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties prepared this Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

14. In the event any provision hereof is unenforceable, such provision shall not affect the enforceability of any other provision hereof.

15. Each party warrants that it has received independent legal advice from its attorneys with respect to the advisability of making the settlement provided for herein and in executing this Agreement.

16. The parties to this Agreement acknowledge that all

parties have conducted sufficient deliberation and investigation, either personally or through other sources of their own choosing, and have obtained advice of counsel regarding the terms and conditions set forth herein, so that they may intelligently exercise their own judgment in deciding whether or not to execute this Agreement.

17. The parties hereto (including any officer, agent, employee, representative or attorney of or for any party) acknowledge that they have not made any statement, representation or promise to the other party regarding any fact material to this Agreement except as expressly set forth herein. Furthermore, except as expressly stated in this Agreement, the parties in executing this Agreement do not rely upon any statement, representation or promise by the other party or of any officer, agent, employee, representative or attorney for the other party.

18. The parties to this Agreement agree that all parties have carefully read this Agreement and understand the contents thereof and that each reference in this Agreement to any party includes successors, assigns, principals, agents and employees thereof.

19. All references to the plural shall include the singular and all references to the singular shall include the plural. All references to gender shall include both the masculine and feminine.

20. Each party warrants that the persons signing this Agreement have the full right and authority to enter into this Agreement on behalf of the parties for whom they are signing.

21. The parties hereto and their respective attorneys each agree not to disclose the contents of this executed Agreement.

22. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the date opposite their names.

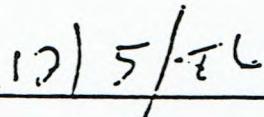
Dated: _____



APPROVED AS TO FORM AND
CONTENT


MICHAEL J. FLYNN
Attorney for


Dated: _____



CHURCH OF SCIENTOLOGY
OF CALIFORNIA

By: Kathleen Dorn

APPENDIX A

1. As used herein, the term "document" or "documents" include but are not limited to all originals, file copies and copies not identical to the original, no matter how prepared, of all writings, papers, notes, records, books and other tangible things including, by way of example and not of limitation, the following:

- a. Memoranda, notes, calendars, appointment books, shorthand or stenographers' notebooks, correspondence, letters and telegrams, whether received, sent, filed or maintained internally;
- b. Drafts and notes, whether typed, penciled or otherwise, whether or not used;
- c. Minutes, reports and summaries of meetings;
- d. Contracts, agreements, understandings, commitments, proposals and other business dealings;
- e. Recordings, transcriptions and memoranda or notes made of any telephone or face-to-face oral conversations between or among persons;
- f. Dictated tapes or other sound recordings;
- g. Computer printouts or reports and the applicable program or programs therefor;
- h. Tapes, cards or any other means by which data are stored or preserved electrically, electronically, magnetically or mechanically, and the applicable program or programs therefor (from which plaintiff may reproduce or cause to be reproduced such data in written form);

i. Pictures, drawings, photographs, charts or other graphic representations;

j. Checks, bills, notes, receipts, or other evidence of payment;

k. Ledgers, journals, financial statements, accounting records, operating statements, balance sheets and statements of account.